

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") is made as of April 15, 2021, between the NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (hereinafter referred to as "Sublandlord"), and THE OFFICE OF STATE REPRESENTATIVE DOTIE JOSEPH, (hereinafter referred to as "Subtenant").

R E C I T A L S

A. Sublandlord, as Tenant, and Partners of 735, LLC, a Florida limited liability company ("Landlord") entered into that certain Agreement of Lease dated October 13, 2020 (the "Lease") pursuant to which the Landlord leased certain premises to the Sublandlord, consisting of a portion of the first floor (the "Master Premises") in that certain building located at 735 N.E. 125th Street, North Miami, Florida 33161 (the "Property").

B. The Sublandlord desires to sublease to Subtenant, and Subtenant desires to lease from Sublandlord, a portion of the Master Premises as set forth in this Sublease.

IN WITNESS WHEREOF, the parties hereto in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, agree as follows.

1. **Sublease of Premises; Title and Condition.** In consideration of the rents and covenants herein stipulated to be paid and performed by Subtenant and upon the terms and conditions herein specified, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, a portion of the Master Premises, which consists solely of two (2) offices and one (1) cubicle as set forth on Exhibit "A" attached hereto and by this reference made a part hereof (the "Premises"), as well as a non-exclusive license to use the common areas in the Master Premises and the Property for the purpose of ingress and egress to the Premises, which license is subject to the terms and provisions of the Lease. The Premises are subleased to Subtenant subject to (i) all applicable law, governmental codes, procedures, ordinances, statutes and requirements (the "Legal Requirements") now or hereafter in effect; (ii) all terms and provisions of that certain Lease between Sublandlord and Landlord; and (iii) all title matters now or hereafter affecting the Property. This Sublease shall be and remain subordinate to the Lease for all intents and purposes.

2. **Use.** The Premises shall be used by Subtenant as her District Office, including related legislative events and activities, and for no other purpose. Subtenant shall be permitted to allow guests and invitees in the Premises subject to Sublandlord's rules and regulations and the Lease. Any legislative events or activities with more than five (5) attendees shall require Sublandlord's prior written approval in each instance.

3. **Term.** The Premises are subleased for a term (the "Term") of twelve (12) months, commencing on April 15, 2021 (the "Commencement Date") and shall terminate at midnight, April 14, 2022; provided; however, if Sublandlord has not been provided occupancy of the Premises by its Landlord as of the Commencement Date, the Commencement Date shall be the date that the Sublandlord is provided occupancy by its Landlord and this Sublease shall terminate at midnight

twelve (12) months thereafter. Subtenant acknowledges and agrees that this Sublease is subject and subordinate to the Lease in all respects. In the event the Lease is terminated during the Term, this Sublease shall simultaneously terminate without any liability on the part of Sublandlord.

4. **Rent; Additional Rent.**

(a) **Base Rent.** For the Term, Subtenant shall pay to Sublandlord, on or prior to the Commencement Date of this Sublease, in lawful money of the United States as base rent for the Premises for the Term the "Rent", in the amount of One Dollar (\$1.00).

(b) **Additional Rent.** As "Additional Rent", Subtenant shall also pay to Sublandlord its proportionate share of the operating expenses for the Premises including, but not limited to, all utilities provided to the Premises. The amount of Subtenant's proportionate share and all amounts due hereunder shall be determined by Sublandlord in its sole discretion. Sublandlord shall provide Subtenant with periodic invoices for its share of operating expenses. The failure of Subtenant to pay any invoice to Sublandlord within thirty (30) days of receipt thereof shall be a material default by Subtenant immediately entitling Sublandlord to its rights and remedies hereunder including, but not limited to, termination of this Sublease.

5. **Conditions of Premises; Turnover.** The Premises are subleased to Subtenant in its present "AS IS" condition. Sublandlord represents that as of the Commencement Date the Premises are vacant, free of other subtenants and shall be in broom-clean condition. Upon termination of the Sublease, Subtenant shall deliver the Premises back to Sublandlord in its present "AS IS" condition, and Sublandlord shall have the reasonable opportunity, at an agreed time by the parties, to inspect the Premises prior to turnover to confirm same.

6. **No Subtenant Improvements or Alterations.** Subtenant agrees that it shall not improve or alter the Premises in any manner except for minor improvements, subject to Sublandlord's consent, as necessary to allow Subtenant to occupy the Premises for the permitted use.

7. **Damage; Maintenance; and Repair.** Subtenant shall be responsible and pay for any damage to the Premises, Master Premises, and/or the Property arising from, related to or in connection with the acts or omissions of Subtenant, its employees, agents, guests, and invitees. Subtenant, at its sole expense, shall maintain or cause to be maintained the Premises in good repair and condition and will make or cause to be made all repairs and replacements which may be required to keep the Premises in good repair and condition. All work shall be done in a good and workmanlike manner with contractors and other parties reasonably approved by Sublandlord. All repairs and replacements shall be expeditiously completed in a good and workmanlike manner and in compliance with all applicable Legal Requirements. Throughout the Term of this Sublease, Subtenant at Subtenant's sole expense, shall keep the Premises in a clean and sanitary condition free from any trash and garbage. Sublandlord shall arrange and pay for janitorial services, which shall be included in operating expenses for purposes of Additional Rent.

8. **Casualty.** If the Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, without the fault of Subtenant, Sublandlord shall at its own expense cause such damage, except to Subtenant's equipment and trade fixtures, to be repaired, and the Rent and

other charges shall not be abated. If such casualty occurs in the last six (6) months of the Term of this Sublease, Sublandlord or Subtenant shall have the right, to be exercised by notice to the other party within thirty (30) days after said occurrence, to elect not to repair such damage and to cancel and terminate this Sublease effective as of a date stipulated in such notice.

9. **Insurance.** Subtenant is self-insured and shall not be required to keep and maintain insurance policies during the Term.

10. **Assignment by Subtenant; Subletting.** Subtenant is strictly prohibited from assigning its interest in this Sublease and/or sub-subletting of the Premises.

11. **Default by Tenant.** Sublandlord may terminate this Sublease if the Subtenant:

11.1 Persistently or repeatedly refuses or fails to follow Sublandlord's directions relative to compliance with the terms and provisions of this Sublease;

11.2 Persistently disregards Legal Requirements; or

11.3 Otherwise materially breaches any provision of this Sublease.

When any of the above reasons exist, Sublandlord may, without prejudice to any other rights or remedies, and after giving Subtenant seven (7) days written notice, terminate this Sublease. Subtenant shall be liable to Sublandlord for all reasonable costs as a result of said termination; provided, however, that if the nature of the Subtenant's obligation is such that more than seven (7) days are required for its performance, Subtenant shall not be deemed in default if it shall commence such performance within thirty (30) days and thereafter diligently pursues the same to completion.

12. **Remedies of Sublandlord.** In addition to its termination rights in Section 11, in the event of an uncured default by Subtenant, Sublandlord shall be entitled to all rights and remedies at law or in equity.

13. **Default by Sublandlord.** Sublandlord shall be in default in the performance of any obligation required to be performed by the Sublandlord under this Sublease if the Sublandlord has failed to perform such obligation within thirty (30) days after receipt of written notice from Subtenant specifying in detail the Sublandlord's failure to perform; provided, however, that if the nature of the Sublandlord's obligation is such that more than thirty (30) days are required for its performance, Sublandlord shall not be deemed in default if it shall commence such performance within thirty (30) days and thereafter diligently pursues the same to completion. Subtenant shall have no rights as a result of any default by the Sublandlord until Subtenant gives thirty (30) days' written notice to the Sublandlord, the Landlord, or any person who has a recorded interest pertaining to the Building, specifying the nature of the default. Such person shall then have the right to cure such default, and Sublandlord shall not be deemed in default if such person cures such default within thirty (30) days after receipt of written notice of the default, or within such longer period of time as may reasonably be necessary to cure the default.

14. **Remedies of Subtenant.** Subtenant may terminate this Sublease if the Sublandlord fails to remedy or cure any defaults which have been properly served on Sublandlord after receiving notice as provided in Section 13. In the event of an uncured default by Sublandlord, Subtenant shall be entitled to all rights and remedies at law or in equity.

15. **Signage.** Subject to Sublandlord's prior consent, Subtenant may place identification signage at the Master Premises. Subtenant shall be responsible for any of its signage on the Master Premises subject to applicable Legal Requirements and the Lease. No political signage shall be permitted.

16. **Notices, Demands and Other Instruments.** Any notice to be given or served upon any party hereto in connection with this Sublease must be in writing and may be given by hand delivery, certified or registered mail, or recognized overnight courier such as Federal Express, and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; or if given otherwise than by registered or certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following addresses:

CRA: Rasha Cameau, Executive Director
North Miami Community Redevelopment Agency
735 N.E. 125 Street, 1st Floor
North Miami, Florida 33161
Telephone No. (305) 895-9888
Facsimile No. (305) 893-1367

With a copy to: Steven W. Zelkowitz
CRA Attorney
Spiritus Law LLC
2525 Ponce De Leon Boulevard, Suite 1080
Coral Gables, Florida 33134
Telephone No. (305) 407-1937
Facsimile No. (305) 204-9129

If to Subtenant: The Office of State Representative Dotie Joseph
Attn: State Representative Dotie Joseph
735 N.E. 125 Street, 1st Floor
North Miami, Florida 33161
Telephone: (305) 892-4296
Facsimile: (786) 529-0041

With a copy to: Office of the General Counsel
Attn: Michael Maida
Deputy General Counsel
418 The Capitol 402 South Monroe Street
Tallahassee, Florida 32399

Any party hereto may, by giving five (5) days written notice to the other party hereto designate any other address in substitution of the foregoing address to which notice shall be given.

17. **Quiet Enjoyment.** If the Subtenant pays the Rent and Additional Rent it is obligated hereunder to pay, and observes all other terms, covenants and conditions hereof, it may peaceably and quietly have, hold and enjoy the Premises during the Term of this Sublease, subject, however, to all the terms of this Sublease and the Master Lease.

18. **Headings.** The headings of the various Paragraphs and Exhibits of this Sublease have been inserted for reference only and shall not to any extent have the effect of modifying the express terms and provisions of this Sublease.

19. **Counterparts.** This Sublease may be executed in one or more counterparts and shall be deemed to have become effective when and only when one (1) or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to the other.

20. **Curing Subtenant's Default, Additional Rent.** If Subtenant shall default in the performance of any of Subtenant's obligations under this Sublease, Sublandlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Subtenant, as Additional Rent to be paid on demand, without notice, in a case of an emergency, and in any other case, only if such default continues after the expiration of (i) seven (7) business days from the date Subtenant receives written notice of Sublandlord's intention so to do, or (ii) applicable grace periods provided in this Sublease for cure of such default, whichever occurs later.

21. **Force Majeure.** The period of time during which the Sublandlord or Subtenant is prevented from performing any act required to be performed under this Sublease by reason of fire, catastrophe, strikes, lockouts, civil commotion, adverse weather conditions, acts of God or the public enemy, government prohibitions or pre-exemptions, embargoes, inability to obtain material or labor by reason of governmental regulations or prohibitions, the act or default of the other party, or other events beyond the reasonable control of Subtenant or Sublandlord, as the case may be, shall be added to the time for performance of such act.

22. **Further Assurances.** At any time and from time to time, upon Sublandlord's or Subtenant's written request, Sublandlord or Subtenant (as the case may be) shall make, execute and deliver or cause to be made, executed and delivered to the other party, any and all such further instruments of further assurance, certificates, and other documents as Sublandlord or Subtenant may reasonably consider necessary in order to effectuate, complete or perfect, the obligations of Sublandlord and Subtenant under this Sublease; provided, however, no such assurances, certificates or other documents shall increase or decrease the obligations of Sublandlord or Subtenant hereunder.

23. **No Joint Venture.** Nothing contained in this Sublease shall be deemed or construed to create a joint venture or any association whatsoever between Sublandlord and Subtenant, it being

expressly understood and agreed that neither the Sublease nor any other provisions contained in this Sublease nor any act or acts of the parties hereto shall be deemed to create any relationship between Sublandlord and Subtenant other than the relationship or Sublandlord and Subtenant.

24. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of the said parties.

25. **Entire Agreement.** This Sublease and Exhibits, if any, attached hereto and forming a part hereof, set forth all covenants, promises, agreements, conditions and understandings between Sublandlord and Subtenant concerning the Premises and there are no covenants, promises, conditions or understandings, either oral or written, between them other than are herein set forth. No provision of this Sublease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

26. **Time of the Essence.** Time is of the essence of this Sublease and each and all of its provisions in which performance is a factor.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Choice of Law; Venue.** This Sublease shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Sublease shall be brought in Miami-Dade County.

29. **Binding Authority.** Each person signing this Sublease on behalf of either party individually warrants that he or she has full legal power to execute this Sublease on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Sublease.

30. **Severability.** If any provision of this Sublease or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Sublease's fundamental terms and conditions remain legal and enforceable, the remainder of the Sublease shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.

31. **No Third Party Rights.** Nothing contained in this Sublease shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the Sublandlord or Subtenant.

33. **Prevailing Party's Attorneys' Fees.** If any party commences an action against the other party to interpret or enforce any of the terms of this Sublease or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action

is prosecuted to a final judgment.

34. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

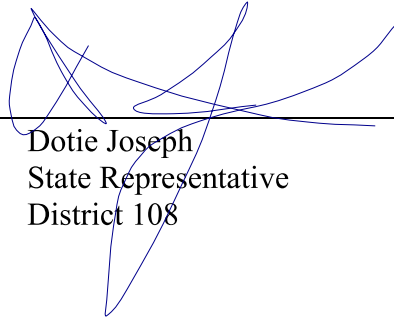
35. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who were exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

[The rest of this page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

SUBTENANT:

THE OFFICE OF STATE
REPRESENTATIVE DOTIE JOSEPH

By: 
Dotie Joseph
State Representative
District 108

SUBLANDLORD:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY, a public
body corporate and politic

By: _____
Rasha Cameau
Executive Director

Attest:

By: _____
Vanessa Joseph, Esq.
CRA Secretary

Approved as to form and legal sufficiency:

By: _____
Spiritus Law LLC
CRA Attorney

EXHIBIT “A”
THE PREMISES